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**SPECIFICATION FOR CO-ORDINATION AND MANAGEMENT OF YOUTH WORK YOUNG PERSONS COMMITTEE**

**CONTRACT Ref: YPC2023**

Please refer to the Welsh Government Procurement Privacy Notice at:

[https://gov.wales/welsh-government-procurement-privacy-notice](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fgov.wales%2Fwelsh-government-procurement-privacy-notice&data=02%7C01%7CGemma.Webber%40gov.wales%7Cba10c6abbdff457e3d2808d77ef8b9a8%7Ca2cc36c592804ae78887d06dab89216b%7C0%7C0%7C637117479036374058&sdata=EjoQLgYc7zuvnt%2FwzKNg9gy0RIgJVTb2lxCg8SclslY%3D&reserved=0) to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

# **Instructions to Bidders**

This Invitation to Quote Document (ITQ) has been prepared on behalf of the Welsh Ministers, hereinafter referred to as ‘the Client’, in order to establish a contract for the Co-ordination and Management of the Youth Work Young Persons Committee.

The successful bidder must agree to the Terms and Conditions for Services as well as the contract specific terms detailed within this document.

Quotes may be received in Welsh and English. Any quote submitted in Welsh will not be treated less favourably than a quote submitted in English. All subsequent correspondence / communications will be conducted in keeping with the language of the submitted quote.

Submissions will be evaluated and scored against the criteria in Section 12 and Annex 2 of this document. The Client may contact Bidders if necessary to clarify submissions throughout the quotation process.

Only one quote will be accepted from each Bidder. Multiple variants will not be accepted.

In so far as it is compatible with any relevant laws, the Client reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the contract or to reject any or all Quotes. In no circumstances will the Client incur any liability in respect of the foregoing.

Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by the Client. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. The Client shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process, and in this respect, the Bidder shall have no recourse to the Client.

Except for manifest error or as may otherwise be expressly agreed by both the Client and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by the Client for a period of one hundred and eighty days (180) days. Therefore, Bidders are cautioned to verify their proposals before submission to the Client. The Client reserves the right, at their absolute discretion not to accept any Bid submitted in response to this ITT.

Prior to submitting its Bid, the Bidder is responsible for ensuring that all proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this procurement.

Bidders should follow the instructions contained within this document when preparing their quote.

The Client requires adherence to all instructions and conditions within this ITQ from each of the Bidders and the participation in the tender process by each bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

Bidder responses to questions in the ITQ Technical Response Template attached at Annex 1 must comply with the word count where specified. **Please note that information provided outside of the scope of the word count will be disregarded**.

Bidders should respond as follows:

**Complete the ITQ Technical Response Template:**

Before completing the ITQ Technical Response Template, please note the instructions and word count limits. The Template must be completed and returned.

**Complete the ITQ Commercial Response/ Price Schedule:**

Before completing the Commercial Response, please note the instructions. The Template must be completed and returned.

Prices must be stated in Sterling (GBP) and be **exclusive of VAT.**

## Unless required specifically to do so, Bidders are not required to submit any other information. Please note that additional information that was not requested will be disregarded. To constitute a bona fide Quote Response, it is essential that all information requested is duly completed and returned. Any details not provided, fully completed or not returned, may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Quote Response being rejected at the absolute discretion of the Client.

## If any of the information supplied in the Quote Response documents changes in the ensuing evaluation period, or thereafter, bidders must provide the Client promptly with full details in writing of the relevant changes.

## If after viewing the ITQ documentation, a bidder decides not to submit a quote, the Client would be grateful if the Bidder would supply reasons for not responding to this ITQ.

## Tendering Support – you may find it helpful to contact your regional business advisory network to seek general advice and guidance if you are considering tendering for this and future public sector contracts.

Potential Bidders in Wales can access services at:

<http://business.wales.gov.uk/growing-business/welsh-government-support-1/supplier-development-service-0>

**The deadline for final submission of quotations is 1pm on Monday, 16 January 2023**

# **Background / Aims / Objectives**

The [Interim Youth Work Board](https://gov.wales/interim-youth-work-board) ('the Board’) was established in October 2018 following a commitment from the then Minister for Welsh Language and Lifelong Learning in March 2018. A Young Persons Committee (YPC) was established to work alongside the Board, to ensure that the Board engaged with young people directly and so that their views were at the heart of any future policy recommendations.

The Board’s final report, [‘Time to deliver for young people in Wales’](https://gov.wales/interim-youth-work-board-report-time-deliver-young-people-wales-final-report), published in September 2021, made 14 recommendations on how to achieve a sustainable delivery model for youth work in Wales. A Youth Work Strategy Implementation Board has been established to advise the Welsh Government on taking these recommendations forward. This Board met for the first time in October 2022.

We are now seeking to appoint a supplier to take responsibility for ongoing co-ordination and management of the YPC to work alongside this new Board. The supplier will be responsible for facilitating the participation of young people in the Board’s work to ensure that the voice of young people remains at its core and that it acts on their views as it turns the Interim Board’s recommendations into action. Two members of the YPC will also participate directly in Board meetings.

# **Requirement**

This successful bidder will be responsible for all work relating to the co-ordination and management of the YPC. Suppliers are invited to set out their proposed approach but will be required, as a minimum, to meet the following requirements.

* Demonstrate an understanding of the United Nations Convention on the Rights of the Child (UNCRC) and the National Participation Standards for Young People, outlining how they would apply the standards to the work of the YPC.
* The YPC should have a minimum membership of 14 young people aged 11-25 throughout the period of the contract. Suppliers to note that a committee of young people is already in place. Details will be shared with the successful supplier.
* Equality and non-discrimination is a central tenet of the YPC. The membership should be reflective of the young people of Wales with a specific focus on representation from young people with disabilities, LGBTQ+ young people, Welsh speakers, and young people from Black, Asian and Minority Ethnic communities.
* A clear and accessible process should be in place to recruit young people to the YPC and to elect representatives from the Committee to attend Board meetings. There should be provision made for engaging under-represented and vulnerable groups of young people.
* Clear arrangements should be in place to support all YPC members in their work using a youth work methodology – this could be via one-to-one or group support, and via face-to-face and/or online methods.
* A programme of meetings, workshops and other events should be developed to take place throughout the contract period to enable the YPC to consider specific topics.
* Opportunities should be created for participants to receive formal recognition for their work.

Suppliers may propose a suggested approach and methodology to fulfil these requirements for the client’s consideration. **The maximum value of this contract is £24,999 excluding VAT**. Suppliers should consider how to maximise the impact of the sum available whilst ensuring value for money.

# **Monitoring**

# Client’s Contact Point

The Contract Manager for the Client will be Dareth Edwards, Youth Work Policy Manager, Welsh Government.

The Contract Manager will be the point of contact during the course of the contract. They may elect to meet a named representative of the successful bidder as and when necessary to discuss any issues which may have arisen during the provision of the service.

In the event of non-compliance with the Specification, the following procedure will be followed:

* notification of complaint and requirement to comply;
* notification of unacceptable practices and/or substantial non compliance to the Specification of the services;
* Recourse to the conditions of contract.

# **Duration of Contract**

Start date: 23 January 2023

End Date: 31 January 202

# **Welsh Language Requirements**

# The successful bidder will be required to ensure the YPCs work is conducted bilingually in both Welsh and English, based on the wishes of YPC members in terms of preferred language. This may include but is not limited to: providing simultaneous translation during YPC meetings, workshops and events, providing materials in both Welsh and English, and taking other proactive steps to help YPC members to participate in their language of choice.

**Welsh Language Standards**

The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the “Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at <http://www.comisiynyddygymraeg.cymru/english/Pages/Home.aspx>

As the successful bidder will be providing the services on the Welsh Ministers’ behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.

The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful bidder of any changes to the Service Delivery Standards with which the Services must comply.

The successful bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under this Contract.

Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government’s Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached).

[https://gov.wales/compliance-welsh-language-standards](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fgov.wales%2Fcompliance-welsh-language-standards&data=04%7C01%7CGemma.Webber%40gov.wales%7Ce5cf2b7440784f771f5808da0b26e8f0%7Ca2cc36c592804ae78887d06dab89216b%7C0%7C0%7C637834560156827044%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=VNukLRF07F1fKSrXQ7Go6U6gfaPWfy%2BjgZNy8dQ1VCA%3D&reserved=0)

[https://llyw.cymru/cydymffurfiaeth-safonaur-gymraeg?\_ga=2.155581691.1152816101.1612971102-40484522.1612971102](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fllyw.cymru%2Fcydymffurfiaeth-safonaur-gymraeg%3F_ga%3D2.155581691.1152816101.1612971102-40484522.1612971102&data=04%7C01%7CGemma.Webber%40gov.wales%7Ce5cf2b7440784f771f5808da0b26e8f0%7Ca2cc36c592804ae78887d06dab89216b%7C0%7C0%7C637834560156827044%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=xc34lieRJVmGCgUSFHlu38UV34nsm2uVfPtrkgoxSAQ%3D&reserved=0)

[*https://documents.hf.wales.gov.uk/id:A15637345/document/versions/published*](https://documents.hf.wales.gov.uk/id%3AA15637345/document/versions/published)

[*https://documents.hf.wales.gov.uk/id:A17263010/document/versions/published*](https://documents.hf.wales.gov.uk/id%3AA17263010/document/versions/published)

# **Bidders Liability**

The Client is willing to limit the successful Bidder’s liability for the purposes of and in accordance with Condition 40 (Limitation of Liability) of the Welsh Government’s Standard Conditions of Contract for Services to a maximum of £2m.

# **Insurance**

The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

Professional Indemnity: £1m

Public Liability including Products Liability: £2m

The Bidder will be required to ensure that the Client’s interest is noted on each insurance policy, or that a generic interest clause has been included.

# **Intellectual Property Rights (“IPR”)**

The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 19 (Intellectual Property) of the Welsh Government’s Standard Conditions of Contract for Services.

If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.

If in delivering the services, the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided the Client on request

# **Personal Data**

Provision of the Services will require the processing of personal data on behalf of the Client. The Client will be the Data Controller and the table below provides details of the permitted processing to be undertaken in provision of the Services.

The successful Bidder shall comply with any further written instructions from the Client with respect of processing on behalf of the Client. Any such further instructions shall be incorporated into the table:

|  |  |
| --- | --- |
| Description | Detail |
| Legal Basis for Processing | Article 61(e) Public TaskLearning and Skills Act 2000, Extending Entitlement: support for 11 to 25 year olds in Wales, Direction and Guidance (2002) |
| Subject Matter Of The Processing | Co-ordination and Management of a Young Persons Committee  |
| Duration of the Processing | January 2023 – January 2024 |
| Location of Processing | The data will be processed within the UK or European Economic Area. The contractor must provide the name of the country in which the data will be physically stored. If cloud storage is employed, the location of the physical servers used by the cloud service provider must be given. |
| Nature of the Processing | Contact details and demographic information for each member of the YPC. At the end of the contract, all details will be passed to Welsh Government and all copies held by the supplier deleted. |
| Purposes of the Processing | Contact details and demographic information is required to enable effective functioning of the Committee and to ensure the Committee is representative. Information will also be gathered to enable supplier to take accountof any accessibility adjustments required by individual members. |
| Type of Personal Data to be Processed | name, e-mail address, date of birth, telephone number, images, basic demographic information including any accessibility requirements, preferred language of communication |
| Categories of Data Subjects | children and young adults (11-25) likely to include school and college students and those in employment and training  |
| Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | Supplier to return within 6 weeks of the end of the contract all personal details of the Committee members. Supplier will also provide written confirmation that all copies of this personal information have been deleted from the suppliers systems. |

The Successful Bidder, whether or not it has fewer than 250 staff will be required to maintain complete and accurate records and information to demonstrate its compliance with the UK GDPR and the applicable Welsh Government Standard Conditions for Services.

# **Security**

11.1 In providing the Services the successful Bidder (and its sub contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all Successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 11 specifies how the Client’s information assets must be handled. Compliance with this paragraph 11 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).

* 1. A named individual must be appointed to the role of ‘security lead’ to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.
	2. Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client’s Contract Manager at the earliest opportunity.
	3. The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. Seek guidance from the Client’s Contract Manager for new information being created as part of the Contract.
	4. The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g. Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder. Further Information can be found at: <https://www.cyberstreetwise.com/cyberessentials/>
	5. Where Cyber Essentials plus is required, the supplier needs to cover the end to end process of data collection and processing, in particular this should also include any IT equipment in the field and/or home working.
	6. Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.
	7. If any information is stored or processed on equipment other than that owned by the successful Bidder then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials / Cyber Essentials Plus / ISO27001 or other recognised third party standards when processing the information needed to carry out the Contract.
	8. Where any work is subcontracted you will need to document how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s).
	9. Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:
		1. is not a company asset; or
		2. the configuration of the equipment is outside company control;
		3. it is used by those not employed by the company e.g. a sole trader who allows their ‘work’ laptop to be used by other family members

The risk being that Welsh Government information could be accessed by those not authorised to see it.

* 1. Data created under the Contract must be ‘backed-up’ on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
	2. If ‘Cloud’ storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
	3. All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.
	4. All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g. laptops, must be encrypted (minimum FIPS 140-2 / AES 256).
	5. Information rest on servers/individual computers must be encrypted (minimum FIPS 140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g. a data centre with access control measures, alarmed, arrangements for 24 hours security guards.
	6. An independent IT Health Check undertaken by qualified personnel (e.g. those listed on the CHECK, Tiger or CREST schemes) must be completed prior to ‘go-live’ on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.
	7. Access to the information involved in the Contract must be on a ‘need to know’ basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client’s Contract Manager on request.
	8. If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.
	9. The information processed or collected in accordance with the Contract must be returned to the client and any additional copies deleted and /or disposed within 6 weeks of the end of the contract. This includes any information stored on servers, mobile devices or other storage media including CDs or DVDs, other removable media, hard copy paper or hard drives. The successful Bidder must confirm in writing when this has been done.
	10. The information collected in accordance with the Contract remains the property of the Client.
	11. Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.
	12. If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g., by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.
	13. Any hardcopy data collected in connection with the Contract must be returned to the client and any additional copies deleted within 6 weeks of the end of the Contract. The successful Bidder must confirm in writing when this has been done.
	14. The successful Bidder’s processes must make it easy for its staff and subcontractors to follow the rules (e.g. clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).
	15. The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/ immigration status, unspent criminal convictions, and employment history. Evidence must be provided on request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.
	16. The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract. Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.
	17. The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.
	18. All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.
	19. On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.
	20. Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate). Bidders must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/ adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Client Contract Manager.

# **Contract Award Evaluation Criteria**

The contract will be awarded to the most economically advantageous quote in terms of value for money on the basis of the following criteria, including the weighting applicable to each criterion.

Please note your submitted quote should be inclusive of all envisaged costs in order to undertake the service / deliver the goods, including Travel and Subsistence (T&S). Please see HMRC ([www.gov.uk](http://www.gov.uk)) guidance when calculating T&S costs.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| 1. Demonstrates knowledge of what is required to achieve effective participation by young people in policy development and decision making.  | 30% |
| 2. Evidence of an understanding of youth work in Wales | 15% |
| 3. Proposed contract management arrangements | 15% |
| 4. Proposed approach to securing a diverse committee which represents the young people of Wales  | 15% |
| 5. Cost | 25% |

# **Financial Standing & Resources**

The Client wishes to ensure that bidders have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. This may include (where appropriate) considering your level of existing work commitments and the potential impact on resources that awarding a contract would have.

In deciding to quote, you should also be aware and take in consideration the risks of becoming over reliant on the Client’s business, or indeed that of any customer. In doing so, you should take into account earnings from any other work undertaken for the Client as well as potential earnings from this contract.

# **Freedom of Information**

The Client is a public authority for the purposes of the Freedom of Information Act 2000 (and the Environmental Information Regulations 2004). Any information submitted by you in connection with this tender may be requested and disclosed in response to a request under the Act.

If you consider that any of the information included in your tender is commercially sensitive or confidential, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Whilst the ultimate decision on whether to release rests with the Client, you will be consulted if we receive a request that captures any of the information you have provided.

# **Environmental statement**

The Client is committed to minimising the effect of its day to day operations on the environment and bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Factors to be considered should include areas such as:

* Adopting an environmental management system which includes focus on disposal of waste and packaging
* More efficient use energy and water
* Beginning to embed sustainability into the provision of goods and services supplied to the Client
* Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible
* Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
* Building an environmentally friendly work culture through training and high quality communication with staff

Whilst on site the successful bidder should be aware of and actively support the Client’s Environmental Policy Statement which will be made available to you in advance or on arrival

# **Payment and Invoicing**

Payment will be made within 30 days of receipt of a correctly submitted invoice. Invoices must show a full breakdown of costs that clearly tie back to successful company’s submitted Quote.

A correctly submitted Invoice must include:

* Welsh Government as the addressee
* Valid PO number provided by Welsh Government
* Date of invoice
* Unique invoice number
* Supplier name, contact details and bank details
* Description of the goods/ works or services (to mirror each line item of the Purchase Order if more than one line item on the PO)
* Name of WG contact
* Correct calculation
* VAT number (if applicable)

Invoices should be emailed in a pdf format direct to the address stated on the Purchase

Order, (usually this is the Corporate Shared Service Centre financewaginvoices@gov.wales) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Welsh Government Contract Manager.

# **Ethical Supply Chains**

The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client’s policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

# **Local Authorities/Health Authorities/NHS Trusts (\*optional)**

Bidders that are local authorities or National Health Service bodies must ensure that they comply with all statutory provisions governing their power to enter into the Contract and to perform their obligations thereunder and shall [if so requested by the Client] provide evidence to that effect to the Client.

# **Changes to the Specification**

This specification document sets out the Client’s high level service requirement. During the life of the contract these requirements will be refined through discussion and agreement of both parties, with the aim of achieving best value for money for a quality product.

Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award.  Although not anticipated, the Client may also need to change elements of the scope of work, including the scale.  Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

Changes to the Specification will be implemented by issuing written amendments to all those affected by the changes.

# **Equality and Diversity**

The issue of mainstreaming equalities is important to us. We would encourage you as a Welsh Government bidder/ supplier to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics - race, age, gender, sexual orientation, marriage and civil partnership, pregnancy and maternity, disability, religion and belief, gender reassignment. We will include diversity and inclusion issues as a standing item in our contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. We are encouraging you as a potential supplier to explore the possibility of your organisation being Disability Confident Level 1 as a minimum.

About the scheme

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

# **Conditions of Contract for the supply of services**

The Conditions of Contract for the supply of services hereafter enclosed shall apply in relation to this contract. The Bidder must agree to these as part of their Quote response.

**Annex 1 - ITQ Response Templates**

Please complete the attached ITQ Technical Response Template as part of your Quote submission:



Please complete the attached ITQ Commercial Response as part of your Quote submission

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**Annex 2 - Evaluation Guidance and Scoring Methodology**

**General**

a) These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified.

b) The bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and conditions of Quote.

**Guidance on Completion**

**Completion of the Invitation to Quote**

The procurement process is undertaken through the completion and evaluation of one Submission. The Invitation to Quote is split into two sections, namely:

Part A – Quality

and

Part B – Price

The Quotes submitted will be evaluated initially for completeness and adherence to the mandatory requirements. Failure to comply with the instructions or provide the information requested will invalidate the Quote submission entirely.

**Part A**

**Quality** – Bidders must provide responses to a number of questions. These responses will be evaluated to provide a score for the Quality Criteria. Completion of this section is mandatory.

The quality evaluation will be based on bidders’ responses to the questions listed in Section 12 Contract Award Evaluation Criteria. For each question there may be a word count which must not be exceeded. Guidance as to the weighting of each question is also provided in Section 12 Contract Award Evaluation Criteria

This information should be provided in a Microsoft Word format. Websites/links and/or generic brochures/sales documentation may not be considered or evaluated.

Responses to the above questions will be evaluated in line with the table overleaf:

|  |  |  |  |
| --- | --- | --- | --- |
| **Capability** | **Evidence** | **Remark** | **Scores (%)** |
| Bidder is likely to be able to meet the needs of the Authority. | Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects, highly credible and substantiated | **Absolute Confidence** | **100** |
| Evidence is sufficient, convincing, and credible. | **Confidence** | **80** |
| Small risk that bidder will not be able to meet the needs of the Authority. | Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project. | **Minor Concerns** | **60** |
| Moderate risk that the bidder will not be able to meet the needs of the Authority | Evidence has moderate gaps, is unconvincing. | **Moderate Concerns** | **40** |
| Significant risk that the bidder will not be able to meet the needs of the Authority. | Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project. | **Major Concerns** | **20** |
| Bidder will not be able to meet the needs of the Authority. | No evidence or misleading evidence. | **Not acceptable** | **0** |

**QUALITY EVALUATION SCORING TABLE**

 It is the applicant's responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers contained within this questionnaire must be notified to Welsh Government as soon as reasonably practicable.

**Part B**

**Price** - Bidders must provide their prices for the service provision.

Completion of all pricing elements is Mandatory. Each price submitted by each bidder will be evaluated against the other prices submitted. The lowest total price submitted will score the maximum points weighting.

The lowest total price would therefore receive the full marks available. All other bidders would receive a percentage of the full weighting, based on their submitted total price.

Please see example below for indicative purposes only:

**Lowest Price**

Lowest total price

 Price \*multiplied by weighting **= Weighted Score**

**The** **Example is illustrated below (note that the prices below are for the sake of this example only):**

The lowest submitted rate is £240 by bidder B, second lowest £250 by bidder A and £350 by bidder C

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***Submitted Price*** | ***x weighting*** | ***Weighted Score*** |
| *Lowest price = Company B* | *240**240* | *x 30% (weighting)*  | *=* ***30***  |
| *2nd Lowest**Company A* | *240**250* | *x 30% (weighting)*  | *=* ***28.80*** |
| *3rd Lowest price**Company C* | *240**350* | *x 30% (weighting)* | *=* ***20.58*** |

The above process is completed for each commercial element.

The weighted scores for each bidder are then combined to produce a total score for each bidder.